

LEASE MODIFICATION #3

This LEASE MODIFICATION #3 ("Modification #3") is hereby made to that certain Lease Agreement ("Original Lease") dated October 14, 1980, between SUMTER COUNTY, FLORIDA ("Lessor"), a/k/a as the Board of County Commissioners of Sumter County, Florida, in the Original Lease, and SUMTER FAIR ASSOCIATION, INC. ("Lessee"), a Florida non-profit corporation, a/k/a Sumter County Fair Association, Inc., in the Original Lease, is made and executed this 16 day of ~~April~~ ^{April}, 2011, by and between SUMTER COUNTY, FLORIDA and SUMTER FAIR ASSOCIATION, INC. (hereinafter collectively referred to as the "Parties"). The Original Lease, Modification #1, Modification #2, and this Lease Modification #3 shall hereafter collectively be referred to as the "Lease." SUMTER COUNTY, FLORIDA's ("Lessor") address for purposes of the Lease is: 7375 Powell Road, Wildwood, Florida 34785, and SUMTER FAIR ASSOCIATION, INC.'s ("Lessee") address for purposes of the Lease is P.O. Box 647, Webster, Florida 33597.

WHEREAS, the Parties entered into the Original Lease (October 14, 1980) and two subsequent modifications, specifically Modification #1 (December 13, 2005) and Modification #2 (September 23, 2008) to further address the rights and responsibilities of the Parties; and

WHEREAS, Lessor desires that Lessee be successful in its operations on the subject property, even after Lessor's annual appropriation of \$116,000 per year to Lessee, pursuant to Modification #2, terminates on September 22, 2013; and,

WHEREAS, Lessee, in an effort to enhance its operations, desires to allow the sale and/or consumption of alcoholic beverages, including, but not necessarily limited to beer, wine, and liquor, on the property which is the subject of the Lease without the necessity of seeking the express written consent of Lessor prior to scheduling any event where such sale or consumption of alcoholic beverages will take place.

NOW THEREFORE, in consideration of the above WHEREAS clauses, the Parties hereby agree as follows:

1. The above WHEREAS clauses are hereby incorporated herein, *in haec verba*.
2. Lessor grants Lessee the privilege to permit the sale or consumption of alcoholic beverages, including, but not necessarily limited to beer, wine, and liquor, on the property subject to the Lease without obtaining express written consent of Lessor prior to scheduling any event where such sale or consumption of alcoholic beverages will take place.
3. The Parties acknowledge and agree that Lessor shall have the exclusive right to revoke Lessee's privilege to permit the sale of alcoholic beverages on the property subject to the Lease if it determines, in its sole and exclusive discretion, that any negative consequences have resulted from Lessee permitting alcoholic beverages to be sold or consumed during an event at the property subject to the Lease, including but not limited to Lessee's failure to

ensure that state regulations related to the sale or consumption of alcoholic beverages were followed.

4. Lessee agrees to immediately preclude the sale or consumption of alcoholic beverages on the property subject to the Lease if it receives express written notice from Lessee that its privilege to permit the sale or consumption of alcoholic beverages has been revoked.
5. All terms and conditions of the Original Lease, Modification #1, and Modification #2, not otherwise amended or modified by this Modification #3 shall remain in full force and effect. To the extent any conflicts exist between the Original Lease, Modification #1, Modification #2 and Modification #3, the terms and conditions contained in Modification #3 shall control.
6. The Lease, as modified, shall not be released, discharged or modified except by an instrument in writing, signed by a duly authorized representative of each Party.
7. If any provision of the Lease or any modification thereof shall be held or determined invalid, then the remainder of the Lease shall remain valid, in full force and effect, and enforced to the fullest extent permitted by law.
8. Time is of the essence in the performance of the Lease.
9. This Modification #3 may be executed in any number of counterparts, each of which shall be deemed to be an original, by all of which shall be deemed to be in a single instrument.
10. The titles and captions of, or in this Modification #3 are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Modification #3 or the intent of any provision of this Modification #3.

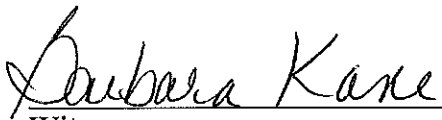
ATTEST:

SUMTER COUNTY, F LORIDA

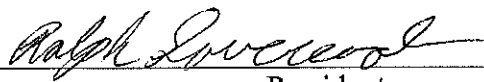
By: Deputy Clerk

By: Don Burgess, Chairman

SUMTER FAIR ASSOCIATION, INC.



Witness


By: _____, President